

U.S.D.C. of New Jersey - Newark

2009 AUG 17 A 8:03

Judy Larson, et al.,

Plaintiff,

vs.

Sprint Nextel Corp., Sprint Spectrum,

LP. and Nextel Finance Co.,

Defendant

) Case No.: 2:07-cv-05325-JLL-ES
)
) Objection to Class Action Settlement
) Agreement
)
)
)
) Daniel J. Jakeway
) 6414 Whites Bridge Rd.
) Belding, MI 48809-9240
)

To this Honorable court, I object to the settlement agreement as a paying subscriber of Sprint whom is included in the definition of the plaintiffs. Private businesses should not be intimidated into bowing to the will of federal courts and frivolous lawsuits and plaintiffs' attorneys. The fact of the matter is subscribers elect not to read their contracts fully before signing.

Functionally illiterate subscribers then demand that honest literate contract subscribers pay for their foolishness (I will pay for this settlement through increased monthly payments though I would never see its benefit). The terms of the contract were clear. Sprint provides cheap, advanced technological handsets through their stringent, though perfectly legal contractual obligations. Many subscribers attempt to bail out when they see a better deal with a competitor. Sprint prepared for those unexpected future disruptions in revenue by creating a perfectly legal, contractual flat-rate early termination fee. Any federal statute cited to impair this simple power of contract is repugnant to the Constitution, we don't need five out of nine citizens on the Supreme Court to tell us that.

Dated this 11th day of August, 2009

Dan Jakeway